

**U.S. DEPARTMENT OF
DEFENSE ESI SUPPLEMENT
TO FEDRESULTS, INC. GSA
SCHEDULE CONTRACT
(CONTRACT NO. GS-35F-
0256K) END USER LICENSE
TERMS FOR CA
TECHNOLOGIES OFFERINGS**

Version Dated 21 September 2017

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This document (i) supplements the terms of the CA, Inc. ("CA") Channel Foundation Agreement incorporated in FedResults, Inc. GSA Schedule Contract No. GS-35F-0256K (the "GSA EULA"); and (ii) provides additional information that members of the U.S. Department of Defense's Enterprise Software Initiative ("DoD ESI") wish to provide to DoD personnel responsible for software procurement activities under the US Army CHESS Basic Purchasing Agreement (BPA) No. _____. The parties agree that this DoD ESI supplement shall apply to CA offerings purchased from FedResults under the US Army CHESS BPA by entities within the DoD and federal agencies. In the event of differences or ambiguity between the GSA EULA and this DoD ESI Supplement to the GSA EULA, this DoD ESI Supplement to GSA EULA shall take precedence and apply.

Capitalized terms not defined in this DoD ESI Supplement to GSA EULA shall have the meaning stated in the GSA EULA. The term "Agreement" shall mean the GSA EULA and this DoD ESI Supplement to GSA EULA.

Section II. Channel SaaS Module

U.S. Public Sector

3. SAAS OFFERING

3.1. The reference to a "third party SaaS provider" under section 3, paragraph 3.1 of the GSA EULA refers to a third party that manages the CA data center used in fulfilling a particular order.

CA runs and operates its Software-as-a-Service instances. The third party SaaS provider manages the building (i.e. plumbing, electrical, air, piping, etc.).

3.2. Upon written notification and approval from CA, the Government Ordering Activity may transfer the right to access to another Government Ordering Activity authorized to purchase under the BPA, under the same License terms and use restrictions (usage limitations, term, etc.). Transfer cannot be made to a non-Government entity.

SaaS is typically unique to a specific requirement and limited to a specific metric / usage. Transferring to another Ordering Activity may not fit due to unique metrics and usage requirements. However, Ordering Activities have the right to transfer in accordance with the above paragraph.

6. SECURITY

The content of this Section 6 is for Ordering Activity information only and neither modifies nor supplements the GSA EULA.

Customers should familiarize themselves with the Government approved Software as a Service (SaaS) offerings. Information can be found on the DOD Approved Cloud Service Offerings Catalog and The Federal Risk and Authorization Management Program (FedRAMP). See the links below to view the authorizing sites:

<https://www.fedramp.gov/about-us/about/>

The Federal Risk and Authorization Management Program, or FedRAMP, is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

<https://disa.deps.mil/ext/CloudServicesSupport/Pages/Catalog-DoD-Approved-Commercial.aspx>

The DoD Cloud Services Catalog list DoD-Approved cloud services.

8. SAAS SUPPORT

8.3.

ii. Production environment support:

CA will use reasonable efforts to meet the Service Level Objectives stated in the table below and will provide continuous efforts to resolve Severity 1 service Incidents. For Severity 1 Incidents, CA will work 24x7x365 until the Incident can be downgraded to a lower severity. For Severity 1 Incidents, your Support Contact(s) must be available at all times via telephone and online to provide CA with relevant and requested information, data gathering and testing necessary to resolve the Incident. Severity 2-4 calls can be logged with CA on a 24 hours per day, 7 days per week, 365 days per year basis and will be responded to during published business hours as per the Service Level Objectives table below.

Service Level Objectives				
Incident Severity	1	2	3	4
Initial Response Time	1 hour**	2 business hours*	4 business hours*	8 business hours*
*During normal business hours. Normal business hours are Mon-Fri 0800-1700 in respective time zones where data centers are located. ** Applies only to issues submitted by telephone.				

Service Level Descriptions		
Severity Level	Business Impact	Description
1	Critical	System Down/Service Unavailable condition severely impacting Production environment involving:

		<ul style="list-style-type: none"> • Service outage or failure severely impacting Customer's business operations. • Widespread unavailability of business critical features/functions of the Service causing major disruption of the Customer's ongoing business operations. • There is serious performance degradation that significantly impacts a large group of Customer's end users. • Unscheduled Service downtime resulting from an emergency change request which needs to be applied to the system. • An issue for which there is no immediate workaround available.
2	High	<p>A high impact business condition where:</p> <ul style="list-style-type: none"> • Service is available but its functionality is significantly restricted thereby causing disruption to Customer's normal business operations. • The Service's Available Functionality is not working, thereby negatively impacting Customer's business productivity. • There is no workaround available for the issue.
3	Low/Minor	Service is available and Available Functionality is generally usable, however Service has an issue causing minor operational challenge(s). Issues may be isolated to specific end-users and may have little impact on the availability/functionality of the Service.
4	Minimum/No	A minor defect that has no impact on the Service, or a general enquiry on the functionality of the Service including how to/informational queries.

III. Channel Hardware Appliance Module

U.S. Public Sector

The Channel Hardware Appliance Module of the FedResults CA EULA is out of scope of the BPA and is therefore not applicable to any order placed under this BPA.

IV. Channel Education Module

U.S. Public Sector

4. FEES AND CANCELLATION

4.2. CA training classes are considered deliverables and not considered services under this BPA.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. Courses are specific to a number of attendees and are not specific to individuals who have registered for a course. Ordering Activities may change personnel identified in course rosters prior to the scheduled date of a course, provided the number of attendees does not exceed the identified course attendee limit.

V. Channel Software Module **U.S. Public Sector**

3. SOFTWARE OFFERING & OBLIGATIONS

3.1. Upon written notification and approval from CA, an Ordering Activity may transfer the licenses to another Government Ordering Activity authorized to purchase under the BPA, under the same License terms and use restrictions (usage limitations, term, etc.). Transfer cannot be made to a non-Government entity.

3.3. Upon request, an Ordering Activity will conduct a self-audit at least once annually in a mutually agreed upon format.

3.5. Upon request, an Ordering Activity will conduct a self-audit at least once annually in a mutually agreed upon format.

4. SUPPORT OFFERING

4.1. CA Maintenance* provides:

- Technical support,
- Operational assistance,
- Patches and fixes,
- Upgrades (including service packs and product enhancements),
- Alternate or replacement products that CA may make Generally Available,
- Documentation, and
- Self-Service Support.

CA makes available technical support during the maintenance term for all Generally Available Versions and Releases of CA Software that CA have not been designated as End of Service or End of Life ("EOL").

Technical support includes:

- Telephone and online access to technical support**,

- Ability to submit new incidents 24x7x365,
- 24x7x365 continuous support for Severity 1 incidents,
- 24x7x365 access to CA Support Online, and
- Interactive remote diagnostic support.

* "CA Maintenance" may also be referred to as "CA Support"

** Subject to compliance with local legal requirements, and as permitted, telephone calls may be monitored and used by CA Support for training purposes.

4.3. Customers will have the option to purchase extended support for EOL products.

6. PERFORMANCE WARRANTY

6.1. The 90-day warranty for Distributed CA Software will begin upon delivery. (Software is delivered electronically).

9. VIRTUALIZATION

A method for counting virtual licenses will be provided to the Ordering Activity by FedResults and CA

The content of this Section 9 is for Ordering Activity information only and neither modifies nor supplements the GSA EULA.

Virtual Machine Technology

Where any Licensed Program is used on multiple machines (physical and "virtual") each such use of the Licensed Program shall be counted for the purposes of determining the Authorized Use Limitation for that Licensed Program, except as otherwise allowed (i.e., Disaster Recovery). A "virtual" PC and server environment is created where Virtual Machine Technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously.

Examples of License Metrics subject to Virtual Machine Technology:

Agent- "Agent" means a single installation of the agent software on a specific operating system instance which can be identified as a unique host identification on a hardware server. A hardware server may have multiple operating system instances installed on it (through partitioning or virtualization). Each instance of the operating system on a partitioned/virtualized server must license an agent if required for job scheduling purposes.

CPU / Processor : "Processor" or "CPU" means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single

CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously ("Virtual Machine Technology").

When the Authorized Use Limitation is "CPU" or "Processor", the calculation with respect to the number of CPUs on an individual server will be provided to the Ordering Activity.